Contract Collector™
Software License Agreement

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GRAVECO's entire liability and LICENSEE's exclusive remedy under the above-described limited warranty are as follows:

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LICENSEE shall not disclose any portion of the Software to any person except employees of LICENSEE who are involved in using the software in LICENSEE's internal operations. LICENSEE shall keep all Software in a secure place, under access and use restrictions satisfactory to GRAVECO and no less strict than those applied to LICENSEE's most valuable business and proprietary information. LICENSEE shall instruct its employees, agents and contractors not to disclose the Software to anyone and shall take all other reasonable measures to prevent disclosures. LICENSEE agrees to notify GRAVECO immediately if it learns that an unauthorized person has used, viewed, or copies any portion of the Software, or that an unauthorized person is or was in possession of any portion of the Software. LICENSEE will promptly furnish GRAVECO full details regarding such activity, will assist in preventing the recurrence of such activity, and will cooperate with GRAVECO in all efforts deemed necessary by GRAVECO to protect GRAVECO's rights in the Software. LICENSEE shall keep each and every item comprising the Software free and clear of all claims, liens, and encumbrances except those of LICENSEE, and any act of LICENSEE, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

13. TRANSFER

LICENSEE may not assign or otherwise transfer its rights under this Agreement without the prior written consent of GRAVECO. Under no circumstance shall LICENSEE transfer (or attempt to transfer) any custom software products developed by GRAVECO for LICENSEE's use. Consent to the transfer in any one or more instances shall not constitute a waiver of the right to refuse consent to subsequent transfers. In no event shall a transfer be approved unless (a) the LICENSEE provides GRAVECO with written notice of the proposed transfer and the terms and conditions of the transfer agreement and (b) the transferee agreed to (i) execute a new Software license agreement with GRAVECO; (ii) purchase the most recent upgrade version of the Software from GRAVECO; and (iii) pay GRAVECO's current license transfer fee for the Software. In cases where GRAVECO consents to the transfer, LICENSEE may not deliver the Software to the transferee until GRAVECO has received a copy of: (i) the transfer agreement executed by the transferee; (ii) the new GRAVECO license agreement executed by the transferee; (iii) transferee's license fee; and (iv) a sworn and notarized statement from the original LICENSEE that he/she has destroyed or returned to GRAVECO all copies of the Software and its User Manual. Following transfer, the original LICENSEE shall have no rights whatsoever to possess, use, or deal in any way with the Software. Transfers outside the country in which the original Installation Site is located, are not permitted. Any attempt by LICENSEE to transfer

its interest in the Software, except as provided under this paragraph shall be void and shall immediately terminate license granted hereunder.

14. COMPLETE AGREEMENT

This Agreement, along with the Support Services Policy referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, understandings, or other representations are of no effect.

15. SUCCESSORS IN INTEREST

The rights and obligations provided under this Agreement shall inure to the benefit of each party and to their respective successors and assignees.

16. GOVERNING LAW AND JURISDICTION

(a) This Agreement shall be construed and interpreted according to the domestic laws of the State of Washington, U.S.A., excluding its choice of law rules.

(b) Except as provided in Paragraph 17, in any suit or action under this Agreement, including any action for injunctive relief, for infringement of GRAVECO's intellectual property rights, or for relief from or challenge to an arbitrator's award, LICENSEE hereby consents to the exclusive jurisdiction and venue of the Washington State courts sitting in Clark County, Washington, and to the U.S. District Court for the Western District of Washington. Any suit or action brought by LICENSEE under this Agreement in any other jurisdiction or venue will immediately terminate the License granted herein.

(c) In any suit or other action under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, costs and other disbursements incurred in connection with enforcing the rights or terms under this Agreement.

17. BINDING ARBITRATION

Any claim regarding the performance of the Software or the license fees due in connection with the Software shall be resolved through binding arbitration before a single arbitrator in Clark County, Washington in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Additional matters may be submitted to arbitration by agreement of the parties. In any arbitration under this Agreement, discovery shall be allowed only as agreed by the parties or as ordered by the arbitrator. The arbitrator may award damages not inconsistent with this Agreement, including reasonable costs and attorney's fees, but in no event may the arbitrator award punitive damages. Judgment upon any award by the arbitrator may be entered and enforced in any court of competent jurisdiction. Nothing in this paragraph shall be interpreted or construed as limiting GRAVECO's right to terminate the License granted herein in accordance with Section 11 of this Agreement.

18. FUTURE ASSURANCES

Each of the parties shall, upon request of any other party, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Agreement.

19. WAIVER

No waiver of any right arising out of a breach of any covenant, term or condition of the Agreement shall be a waiver of any right arising out of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

20. SEVERABILITY

In the event that the restrictions agreed to in this Agreement are deemed to be excessive, overly broad or unreasonable by a court or tribunal, that portion of the restriction not deemed to be excessive, overly broad or unreasonable by a court or tribunal shall be enforceable and valid to the fullest extent allowed by applicable law. The limited warranty above gives you specific legal rights. Some states provide

other rights and some states do not allow excluding or limited implied warranties or limiting liability for incidental or consequential damages. As a result, the above limitations and/or exclusions may not apply to you. Furthermore, some jurisdictions have statutory consumer provisions which may supersede this section of the Agreement. In such cases, you should consult the applicable law in your state.

ATTESTATION BY LICENSEE:

"I have read the entire Agreement, I have had sufficient time to study it and understand it, or to obtain legal counsel if I so desire, and I agree to be bound by all of the foregoing terms and conditions."

_____

Signature

_____

Print Name and Title

_____

Date Signed

_____

Company Name

_____

Installation Site: Address, City, State & Zip

_____

Telephone (with Area Code)

_____

Customer Number (for GRAVECO office use only)

This Software License Agreement is not valid until signed, received and approved by:

Graveco Enterprises, Inc,
6715 NE 63rd Street;
Suite #103-440;
Vancouver, WA 98661.

Telephone: 360-528-1575
Fax: 360-573-5993

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